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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SAM WILLIAMSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

McAfee, Inc.,

Defendant.

Case No. 5:14-cv-00158-EJD

**JOINT NOTICE REGARDING
SETTLEMENT AGREEMENT**

Honorable Edward J. Davila

1 SAMANTHA KIRBY, individually and on
2 behalf of all others similarly situated,

3 Plaintiff,

4 v.

5 MCAFEE, INC.,

6 Defendant.
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Case No. 5:14-cv-02475-EJD

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2 Plaintiffs and Defendant McAfee, Inc., the parties in the above-captioned cases, hereby
3 provide the following clarifying notice regarding the Corrected Class Action Settlement
4 Agreement and Release entered into by the parties (Dkt. 95) (the "Settlement Agreement").

5 Paragraph 37(b) of the Settlement Agreement provides as follows:

6 For two (2) years following final approval by the Court of the Settlement,
7 where McAfee itself (for clarity, excluding retailers or other third parties,
8 whether or not contractually permitted to sell McAfee software products)
9 includes a reference price in its promotions, notices, advertisements or at the
10 point-of-sale (including through the McAfee homepage and through the in-
11 software purchase path), for any McAfee software product offered by McAfee
12 to United States consumers: (a) McAfee will use as such reference price only
13 a price at which McAfee has offered that software product on the McAfee
14 homepage to the public for at least 45 days within the preceding calendar
15 quarter; and (b) McAfee will offer that software product on the McAfee
16 homepage to the public at a non-sale price for at least 45 days within the
17 current calendar quarter. For the avoidance of doubt, nothing in the foregoing
18 will restrict McAfee's right to revise its list or non-sale prices at any time,
19 provided that such list or non-sale prices may be used as a reference price only
20 once re-established according to the terms of this paragraph. Thus, and as an
21 example only, McAfee could offer a software product at a non-sale price of
22 \$90 for at least 45 days in Q1, at a sale or discount from \$90 to \$60 for 45
23 days in Q2, and also in Q2 revise its list pricing to offer a non-sale price for
24 such product of \$95 for 45 days of Q2, after which McAfee could offer a sale
25 or discount from \$95 to \$65 for 45 days in Q3 for the product.

17 Out of an abundance of caution, to avoid any potential confusion, the parties hereby
18 clarify that the term "homepage," as used in both subparts (a) and (b) of Paragraph 37(b) of the
19 Settlement Agreement, is intended by the parties to mean, and shall mean:

20 (1) the web page identified by the URL home.mcafee.com (or any web page to
21 which a United States-based internet user is redirected upon clicking the
22 preceding or entering the preceding into an internet browser, including but not
23 limited to the page www.mcafee.com/consumer/en-us/store/m0/index.html), or
24 its substantial equivalent; and (2) any web page to which a United States-based
25 internet user is directed when clicking on the 'For Consumer' or 'Consumers'
26 button or link on www.mcafee.com, or its substantial equivalent.

24 The parties will post this Joint Notice on the Settlement Website and add the clarifying
25 definition to the Long Form Notice.

1
2 Dated: September 30, 2016

3 WILLIAMS & CONNOLLY LLP

4 By: /s/ Daniel F. Katz
5 Daniel F. Katz
6 Attorneys for Defendant
McAFEE, INC.

7 Dated: September 30, 2016

LUBIN OLSON & NIEWIADOMSKI LLP

8 By: /s/ Ellen A. Cirangle
9 Ellen A. Cirangle
10 Attorneys for Defendant
McAFEE, INC.

11 Dated: September 30, 2016

LIEFF CABRASER HEIMANN & BERNSTEIN
LLP

12 By: /s/ Roger N. Heller
13 Roger N. Heller
14 Attorneys for Plaintiff
15 SAM WILLIAMSON

16 Dated: September 30, 2016

HATTIS LAW

17 By: /s/ Daniel M. Hattis
18 Daniel M. Hattis
19 Attorneys for Plaintiff
SAM WILLIAMSON

20 Dated: September 30, 2016

AHDOOT & WOLFSON, P.C.

21 By: /s/ Robert Ahdoot
22 Robert Ahdoot
23 Attorneys for Plaintiff
24 SAMANTHA KIRBY
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SIGNATURE ATTESTATION

I am the ECF User whose identification and password are being used to file the foregoing document. In compliance with General Order 45, I hereby attest that the signatories indicated above via a conformed signature have concurred in this filing.

By: /s/ Roger N. Heller

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